

MEMORANDUM

Doc # 55143
ADOPTED
JUNE 16, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR FOR
ECONOMIC DEVELOPMENT
MIKE BARTOSIAK, ASSISTANT DIRECTOR FOR
REAL ESTATE SERVICES
VICTOR KAREN, DEPUTY DIRECTOR FOR
ECONOMIC DEVELOPMENT
EDWARD O'DONNELL, DEPUTY DIRECTOR FOR
MANAGEMENT AND OPERATIONS

SUBJECT: PIER 5, CHARLESTOWN NAVY YARD

SUMMARY: This memorandum requests authorization for the Director to enter into a license agreement with Navy Yard Waterfront Festivals Promotions, Inc. for temporary use, care and custody of Pier 5 in the Charlestown Navy Yard.

The Boston Redevelopment Authority is the owner of Pier 5 in the Charlestown Navy Yard. Pier 5 is an important site of future development, but is at this moment vacant and underutilized. It is the proposal of Mr. Neil St. John Raymond that private funds be expended to complete a series of temporary improvements to Pier 5 and, in doing so, encourage both public access and use of Boston Harbor. At the same time, Mr. Raymond proposes to make new economic opportunities available to non-profit, community based groups in Charlestown.

Mr. Raymond, who proposes to enter into this license agreement as Navy Yard Waterfront Festivals Promotions, Inc., has a long history of involvement in the Navy Yard, including the establishment of Massachusetts General Hospital's research facility at Building 149. This temporary improvement plan calls for clearing Pier 5 and skim coat paving of the site, along with erecting perimeter safety fencing and public restroom facilities. At the same time, Mr. Raymond is negotiating with several operators in order to establish a moderately priced, family oriented, "seafood in the rough" type, seasonal dining facility. Tents will be placed upon Pier 5 to house not only the dining area, but also the retail, entrepreneurial opportunities which will be made available at no charge to non-profit groups within the community. Although a liquor license is not anticipated as part of the restaurant facility, should any future

application arise, it will require the review and approval of the BRA and the Charlestown community, as well as the appropriate licensing and regulatory boards. In summary, it is hoped that Mr. Raymond's efforts to improve Pier 5 will create an atmosphere which brings people to the Navy Yard and Boston's waterfront, while at the same time benefitting the Charlestown community.

As part of this proposed license agreement, Navy Yard Waterfront Festivals Promotions, Inc. agrees to provide the BRA with appropriate public liability and personal injury insurance, as well as assuming responsibility for all maintenance and utility charges, including sewer and water. It is anticipated that total improvement costs, excluding the proposed restaurant operation, will be in the area of \$150,000. The improvement work upon Pier 5 will commence almost immediately upon the execution of the license. Mr. Raymond proposes to install a small, interim facility at the head of adjacent Pier 4 during the construction phase of the Pier 5 improvements, and relocating this facility upon the completion of the work.

On April 23, 1992, the Board of Directors authorized a license agreement for Camp Bunker Hill to utilize the facilities of Pier 5 during Sail Boston '92. Nothing in the improvement plans proposed by Mr. Raymond and Navy Yard Waterfront Festivals Promotions, Inc. shall interfere with or intrude upon Camp Bunker Hill's planned events and it can reasonably be expected that these proposed improvements will help ensure a safer, more productive use of Pier 5 by Camp Bunker Hill and the Charlestown community.

It is, therefore, recommended that the BRA enter into a license agreement with Navy Yard Waterfront Festivals Promotions, Inc., Neil St. John Raymond, President, authorizing certain temporary improvements to Pier 5 in the Charlestown Navy Yard and providing for the use, care and custody of that facility, as well as the interim location of a small facility upon adjacent Pier 4 while these improvements are being completed.

An appropriate vote follows.

VOTED: That the Director be authorized to execute a license agreement with Navy Yard Waterfront Festivals Promotions, Inc., Neil St. John Raymond, President, for temporary improvements to and the use, care and custody of Pier 5 in the Charlestown Navy Yard, in a form substantially consistent with the terms attached hereto. The License shall require the Licensee to pay \$10.00 per square foot per year for the approximately 900 S.F. set aside for restaurant use. The Licensee shall be given a credit of up to fifty percent (50%) of the annual rental fee for amortizing fifty percent of the improvement funds expended to effectuate the Non-Profit community uses.

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

**NAVY YARD WATERFRONT FESTIVALS PROMOTIONS, INC.
NEIL ST. JOHN RAYMOND, PRESIDENT**

This Agreement is made as of the ____ day of _____, 1992 by and between the Boston Redevelopment Authority, hereinafter called the Licensors, and the City of Boston, acting by and through the Navy Yard Waterfront Festivals Promotions, Inc., Neil St. John Raymond, President, hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area shall be Pier 5 in the Charlestown Navy Yard.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensors. No obligation on the part of the Licensors direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be ^{Ten}~~one~~ dollars (\$~~10~~¹⁰⁰) per ^{Gsf}~~season~~, payable in advance, commencing upon execution of this Agreement. Upon execution of this Agreement, the Licensee shall deposit with the Licensors a sum equal to a year's License Fee, to be retained by the Licensors until sixty days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement, and/or also deposit with the Licensors a bond or cash deposit in the amount as may be required in the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Licensee or as may be required by the said Special Conditions. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licensors. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: Theodore S. Chandler, Acting Director

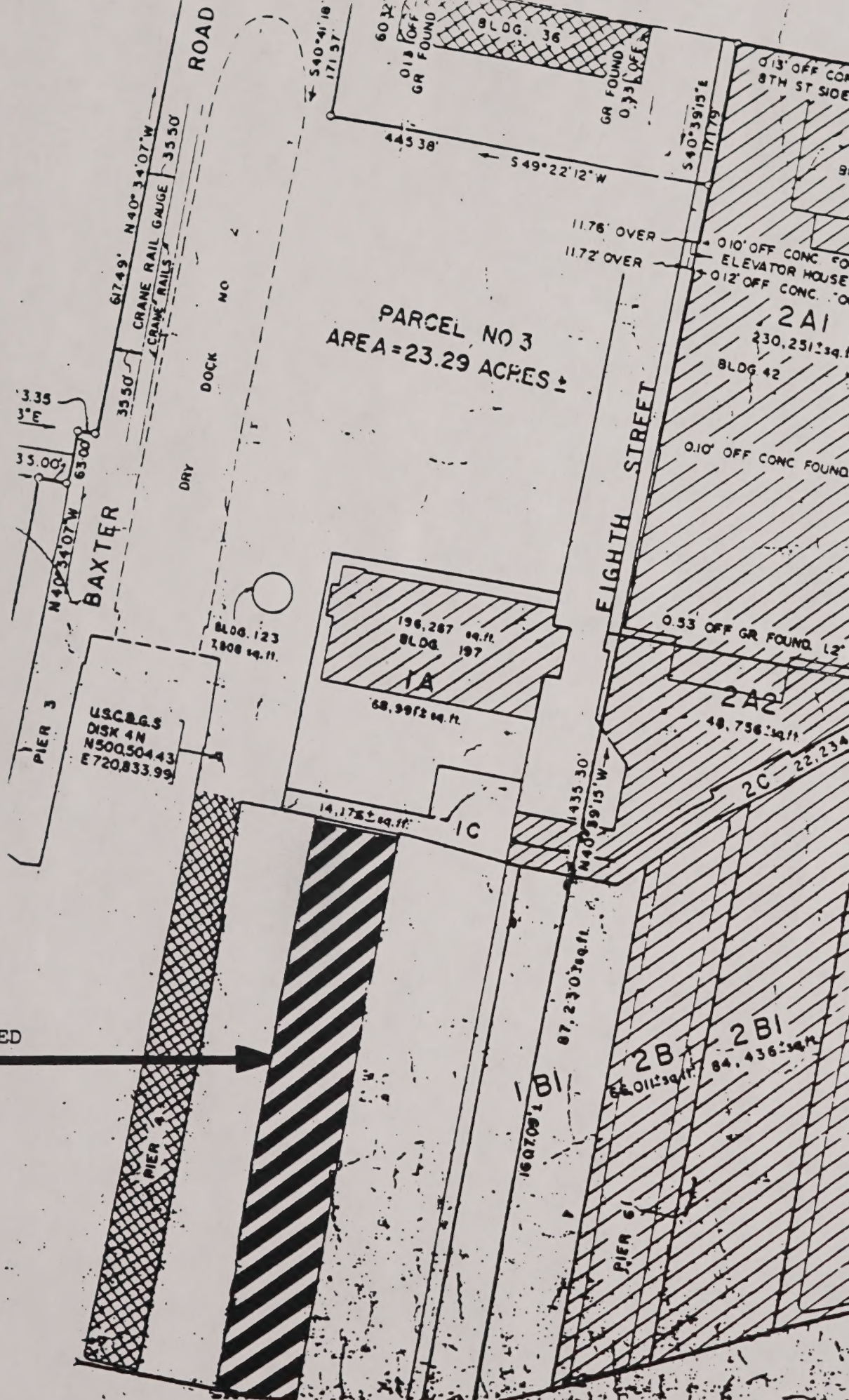
NAVY YARD WATERFRONT FESTIVALS
PROMOTION, INC., NEIL ST. JOHN
RAYMOND, PRESIDENT

By: _____

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
15. Certain areas of the improved license area shall be set aside for uses to be determined jointly between the Licensee and the Charlestown community.
16. Licensee shall have the right to locate a temporary facility at the head of Pier 4 while improvements to Pier 5 are being completed, with that aforesaid temporary facility to remain upon Pier 4 for a period not to exceed twenty-one (21) days from the date of execution of this License Agreement.
17. Nothing in this agreement shall interfere with any and all other BRA licensee agreements within the Charlestown Navy Yard and specifically those granted during the week of Sail Boston '92, July 11-16, 1992.



PARCEL NO 3
AREA = 23.29 ACRES ±

USC&GS
DISK 4N
N50Q50443
E720,833.99

PIER 5, CNY

LIMIT OF EXTENDED
LICENSE AREA

